

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name : Heavyweight Stewardship National Forest : Superior Bidding Method : Sealed Bid Location to Receive Offers : Grand Marais, Minnesota Date : 01/15/2020 Time : 10:00 AM	Type of Contract : Premeasured Ranger District : Gunflint
---	--

1. INTRODUCTION. This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13T will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the contract and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by 16 U.S.C. 2104 Note.

2. OFFERING. This is a Sealed Bid Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 20, General for instructions for preparation of technical proposals and evaluation factors for award.

3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER. Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units, location of cutting units, the acreage of contract area, the cutting unit acreage and location of stewardship work activities.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

The Heavyweight Stewardship is located within T60N R2W Sections 6 & 7, T60N R3W Sections 1 & 12, and T61N R2W Sections 11, 12, 13, 14, 20, 21, & 31. It is on the Gunflint Ranger District of the Superior National Forest in Cook County, Minnesota, approximately 11 miles northwest of Grand Marais. This sale provides approximately 5,075 CCF of balsam fir pulpwood, spruce sawtimber, spruce pulpwood, paper birch pulpwood, and aspen pulpwood. Harvesting will be accomplished through the thinning silvicultural method. The sale consists of 4 payment units covering approximately 369 acres.

Payment Units 1, 2, 3, and 4 are first entry white spruce thinnings where designated cut species are balsam fir, spruce, paper birch, and aspen. Skid trails shall be no greater than 15 feet wide with a 35 foot spacing edge to edge. Operators will leave trees of the designated cut species that are similar in size and species distribution to the pre-harvest condition of the stand, to avoid an average leave tree spacing greater than 14 feet.

4. QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. **VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED.** For these reasons, offerors are urged to examine the contract area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Spruce	Sawtimber	CCF	2,128.00	N/A	\$36.91	\$0.00	\$0.45
Aspen	Pulpwood	CCF	361.00	N/A	\$18.26	\$0.00	\$0.45
Balsam Fir	Pulpwood	CCF	672.00	N/A	\$3.80	\$0.00	\$0.45
Paper Birch	Pulpwood	CCF	216.00	N/A	\$5.70	\$0.00	\$0.45
Spruce	Pulpwood	CCF	1,698.00	N/A	\$14.43	\$0.00	\$0.45
	TOTAL	CCF	5,075.00			\$0.00	\$2,283.75

Optional Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Spruce	Sawtimber	CCF	\$15.00		\$0.45
Mixed Hardwood	Pulpwood	CCF	\$5.00		\$0.45
Mixed Conifer	Pulpwood	CCF	\$1.00		\$0.45
Hardwood	Grn Bio Cv	CCF	\$1.00		\$0.45
Softwood	Grn Bio Cv	CCF	\$1.00		\$0.45

All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
MSP1	FR1410 Ditch Cleaning	Feet	3,396.00
MSP2	FR1410 Surfacing	Cubic Yards	1,000.00
MSP3	FR1410 Culvert Replacement	Each	3.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 07/01 and 09/30 and between 12/01 and 03/15.

Contract termination date is 09/30/2024. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be \$3000. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be in accordance with the Contracting Officer's letter.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

16. FALSE STATEMENTS ACT. Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 5 N Third Ave W, STE 400 Duluth, MN 55802, 218-733-7830.

20. GENERAL. This contract includes K(T)-I(T).2.1-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. I(T).2.1-Contract Term Adjustment is inapplicable.

Corporations submitting an offer under this solicitation must include form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:

<http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

There is an un-estimated amount of mixed conifer pulpwood, mixed hardwood pulpwood, spruce sawtimber, and hardwood/conifer biomass that may be harvested and utilized through Timber Subject to Agreement.

In addition to the stumpage rate, there is an additional charge of \$0.45 per CCF for road maintenance deposits.

The Contractor is responsible for building approximately 0.2 mile of new temporary road, as well as reopening 0.2 mile of existing road. The Contractor is responsible for closing temporary roads per FS specs.

The Contractor is responsible for 3.2 miles of high clearance road maintenance and brushing on Forest Service system roads, as well as placement of 17 loads of spot fill. The Contractor is also responsible for reopening a system road and closing it after use.

The Contractor is responsible for any snowplowing necessary for hauling on Forest Service roads during the winter.

In Payment Units 1, 2, and 3, there will be no Contractor operations during the periods of April 1 through June 30 and October 1 through November 30.

In Payment Unit 4, there will be no Contractor operations during the period of April 1 through November 30 and no weekend (noon Friday through midnight Sunday) hauling.

In Payment Unit 1, there will be no Contractor operations from noon Friday through midnight Sunday from December 1 through March 15.

There will be no decking along FR1410, FR1412, FR332, FR157F, or SU2157F01.

There will be no decking along snowmobile trails from December 1 through March 15.

In Payment Units 1, 2, 3, and 4, all Contractor generated slash shall be evenly distributed throughout the Payment Unit away from the base of residual trees to a depth not to exceed 3 ft.

Within a strip 25 feet in width, as measured from the edge of a snowmobile trail or private property, all slash generated by the Contractors operations shall be removed. (shown as SDZ(1) on the Contract Area Map).

This sale is being advertised utilizing the Wood Chips Index. If the high bidder plans on more than 50% of the volume being sold to an OSB plant or to a sawmill, then they may request in writing prior to award to use the Softwood Commodity Index in this contract.

The Mandatory Stewardship Projects consist of the following specifications:

FR 1410 Ward Lake Road Work

Crushed aggregate for projects is available in the Clara Pit. Other pits may also be available. Utility locates will be the responsibility of the Contractor. Locations of all work will be staked by FS prior to commencement of work.

MSP1 - Ditch Cleaning (3,396 feet from MP0.7 to MP1.25):

Clean existing ditches. Do not cut into existing backslopes. Shoulder reshape consists of removing berm so that water can get off the road. Material shall be removed from site and disposed of at FS-approved pit. No clumps of material shall be left on road surface, ditches or slopes. All excavated material shall be returned to pit at Contractors expense. MSP1 shall be completed by August 30, 2021.

MSP2 - Surfacing (1,000 cubic yards from MP0.0 to MP3.0):

Spread surfacing as staked. Trucks and equipment shall be driven over entire surface of road to compact surface. This surfacing project includes the crushed aggregate necessary for MSP3 - Culvert Replacement. MSP2 shall be completed by August 30, 2021.

MSP3 - Culvert Replacement (one 24 inch x 26 foot culvert at MP1.62, one 30 inch x 32 foot culvert at MP2.57, one 18 inch x 30 foot culvert at MP2.58)

Culverts shall be supplied by the Contractor and shall be poly-coated and one piece. No banded culverts. 10cy of crushed aggregate shall be included for bedding and cover for each culvert. Culverts shall be set at specified depth and back filled in lifts of 6-12 inches, and each lift will be compacted with a vibratory compactor. Compacting using an excavator bucket is not acceptable. Trench must be accepted by FS representative prior to backfilling.

There are two different culvert replacement locations. The first requires the replacement of one 24 inch x 26 foot culvert. The second requires the replacement of one 30 inch x 32 foot culvert, as well as placement of one 18 inch x 30 foot overflow culvert. MSP3 shall be completed by August 30, 2021.

The successful offeror shall register in the System for Award Management (SAM) at www.sam.gov.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract, and

(ii.) Three copies of the technical proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. Refer to offer form for Technical Proposal Instructions.

EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more factors or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this factor.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or
 (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are approximately equal to price (II. below).

☐ If box is checked, supplemental technical proposal information is included with this solicitation.

I. <u>Technical Evaluation Factors</u>	<u>Ranking of Importance</u>	or	<u>Approximate Weight</u>
A. Technical Approach			45%
1. Plan of Operations			
2. Quality Control			
3. Contract Manager and On-the-Ground Supervisor(s)			
4. Equipment			
5. Production Capability			
6. Other Subfactors:			
N/A			
B. Capability and Past Performance			45%
1. Key Personnel			
2. Subcontractors			
3. Past Contacts			
4. Other Subfactors:			
N/A			
C. Utilization of Local Workforce			10%
1. Other Subfactors:			
N/A			

II. Price Evaluation Factor

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

Award Statement. One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
 - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
 - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
 - (1) Trade secrets;
 - (2) Privileged or confidential manufacturing processes and techniques;
 - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
 - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.